

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509189

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Julep Beauty, Inc.		02/06/2019	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AS Beauty LLC		
<b>Street Address:</b>	10 West 33rd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5224195	#BRAVEPRETTY	
<b>Registration Number:</b>	5147362	BRAVE PRETTY	
<b>Registration Number:</b>	4962240	JULEP	
<b>Registration Number:</b>	4643540	JULEP	
<b>Registration Number:</b>	4765299	PLIÉ WAND	
<b>Registration Number:</b>	4765300	PLIÉ WAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Email:</b>	pto@sillscummis.com, emarcus@sillscummis.com, sseuradge@sillscummis.com		
<b>Correspondent Name:</b>	Sills Cummis & Gross P.C.		
<b>Address Line 1:</b>	101 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10178		
<b>NAME OF SUBMITTER:</b>	Elyse A. Marcus		
<b>SIGNATURE:</b>	/Elyse A. Marcus/		
<b>DATE SIGNED:</b>	02/07/2019		
<b>Total Attachments:</b>	3		

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of February 6, 2019 ("Effective Date"), is between Julep Beauty, Inc., a Washington corporation ("Assignor") and AS Beauty LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on Schedule A attached hereto (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by such Trademarks;

**WHEREAS**, Assignee and Assignor are parties to an Asset Purchase Agreement, dated as of December 19, 2018 (the "Purchase Agreement"), pursuant to which, among other things, the obligations of Assignee to consummate the transactions under the Purchase Agreement are conditioned in part on Assignee's execution and delivery of this Assignment;

**NOW, THEREFORE**, pursuant to the terms and conditions of the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the provisions and covenants herein and therein:

Assignor hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, all of Assignor's entire right, title and interest in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, the goodwill of the business appurtenant to and associated with the Trademarks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, all claims and causes of action in law and/or equity and the right to sue, counterclaim, recover, collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held, used and enjoyed by Assignor had this assignment and sale not been made.

Assignor, as of the Effective Date, agrees to immediately cease using the Trademarks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

*[Signature Page Follows]*

WHEREFORE, Assignor has duly executed this Trademark Assignment on the Effective Date.

ASSIGNOR:

Julep Beauty, Inc.

By: Nancy Bernardini  
Name: Nancy Bernardini  
Title: Chief Executive Officer

**Schedule A****U.S. Trademark**

<b>Mark</b>	<b>Reg. No.</b>	<b>Date</b>
<b>+#BRAVEPRETTY</b>	5224195	3/15/2018
<b>BRAVE PRETTY</b>	5147362	Feb 21, 2017
<b>JULEP</b>	4962240	May 24, 2016
<b>JULEP</b>	4643650	Nov 25, 2014
<b>PLIÉ WAND</b>	4765299	Jun 30, 2015
<b>PLIÉ WAND</b>	4765300	Jun 30, 2015